

## Appendix B Project Change Control Procedure

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, The Consortium may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, The Consortium will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

## APPENDIX C CABLING INSTALLATION AND TESTING SPECIFICATIONS

### C1 Installation - General Descriptions and Definitions

#### *Addition of new MDF Construction*

Each MDF (Main Cross Connect) will have a floor mounted 7' x 19" Rack with a Ladder Tray and Stabilizer, two (2) 24 Modular Port Patch Panel with Siemens wire managers. There will be one (1) 72 port Loaded R.I.C. (Rack mounted Interface Console) with ST connectors. The Consortium will provide two (2) one meter Fiber Patch Cords, as well as (2) Cat 5e patch cables. All necessary patch cables will be black stranded Category 5e, 4-pair twisted (non-plenum) meeting a minimum of 100MHz test.

#### *Addition of new IDF Construction*

Each IDF will have one (1) wall mounted rack installed onto a 3/4" plywood backboard that has been fire retardant treated. The rack will be grounded by a #6 solid copper directly to red metal or on the TGMB if available. One (1) 24 port Loaded R.I.C. (Rack mounted Interface Console) with ST connectors will be installed, as well as, Two (2) 24 port Modular Patch Panel with wire manager.

#### *Single Data Drops*

- Each dual data drop location will be serviced by the following cables: two (2) each category 5e, 4-pair cables. The number of locations will vary per site and will be determined by, The Consortium and DISD prior to installation. It is the intention of this SOW to furnish four (4) locations per classroom.
- *The following is the drop termination scheme (at the user end) for each cable:*

Cable	Termination
Category 5e Data	Rack mounted 48-port Cat 5e RJ45 568B high density patch panel

- The Consortium will provide wire management for a comprehensive, neat completion of work.
- AS BUILT schematics on cabling performed will be supplied.
- Lab Design cable drops will not exceed 100' in length.
- The Consortium will provide wire management for a comprehensive, neat completion of work.

### C2 Functional Testing

*Functional Testing will be performed in conformance with the following:*



- **Fiber Meter** – Transmission and path loss testing (Fiber meter test method). The Consortium will perform fiber meter testing on all fiber optic cable installed under this SOW. Printed test results will be provided.
- **Category 5e Cable** – Category 5e compliance testing per UL standards. The Consortium will perform Category 5e testing on the Category 5e cable installed under this SOW in accordance with EIA/TIA standards. Printed test results will be provided to DISD and the product manufacturer to ensure 25 Year Manufacturer Warranty is valid.

## APPENDIX D SIGNATURE PAGE

The Consortium (we) will provide, and Dallas Independent School District (you) agree to accept, The Consortium Services (Services) for "The Consortium Statement of Work for Cabling Services" under the terms and conditions of the The Consortium Customer Agreement and this Statement of Work. For Scope of Services, Completion Criteria, Charges and other applicable terms refer to the The Consortium Proposal for the provisions of Dallas Independent School District "The Consortium Statement of Work for Cabling Service", dated February 4, 2003.

The Consortium is aware of the District's reliance on an outside source of funding (Universal Service Fund) to execute on the implementation tasks described in this SOW. Should Dallas Independent School District not receive the requested funding for E-Rate 6 or should Dallas Independent School District receive only partial funding, The Consortium will work with Dallas Independent School District to incorporate those portions of this Statement of Work that can be accomplished based upon available funding. It is specifically understood by The Consortium and Dallas Independent School District that no E-Rate 6 activity will occur prior to The Consortium's receipt from Dallas Independent School District of written authorization to proceed. It is understood by Dallas Independent School District and The Consortium that this SOW and its associated pricing is based upon The Consortium receiving written approval from Dallas Independent School District to proceed with E-Rate 6 no later than February 28, 2004. In the event this approval is not received by this date, The Consortium reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by The Consortium prior to June 30, 2004. This proposal will remain valid through February 28, 2004.

Total Charges: \$33,619,750.00, which includes travel and living expenses. Dallas ISD's portion of this amount shall not exceed \$3,361,975.00. Both of us agree that the complete agreement between us regarding these Services will consist of 1) this Statement of Work and 2) the The Consortium Customer Agreement (or any equivalent agreement signed by both of us).

Agreed to:

Dallas Independent School District

Agreed to

The Consortium

By \_\_\_\_\_  
(Authorized Signature)

By \_\_\_\_\_  
(Authorized Signature)

Name \_\_\_\_\_

Name \_\_\_\_\_

Date

Date

Customer Number DISD

Customer Address:

Consortium Office Address:

3700 Ross Avenue

10430 Shady Trail, Suite 150

Dallas, TX 75204

Dallas, TX 75220

Project name or identifier 1017129

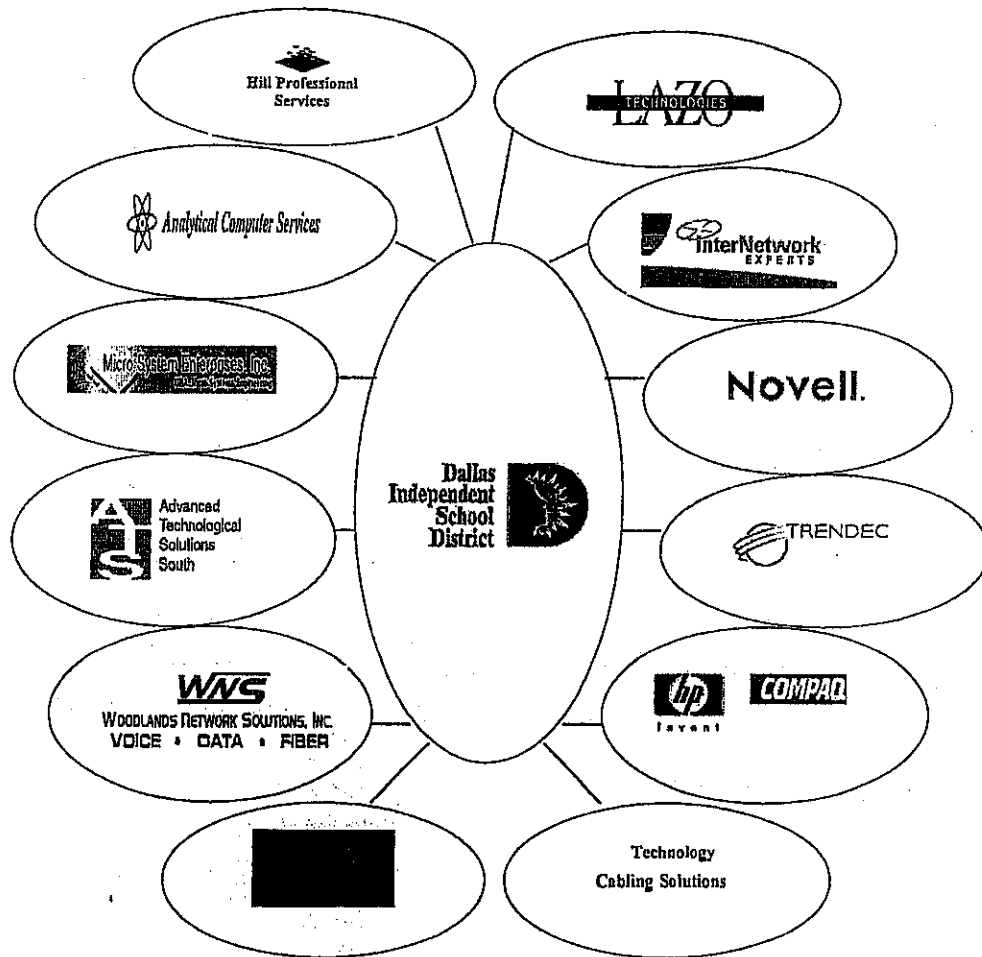
Dallas Independent School District—Cabling  
Services

Start Date: July 1, 2003

End Date: June 30, 2004

# DALLAS INDEPENDENT SCHOOL DISTRICT

## Consortium Statement of Work for Cabling—80% Eligible



### Consortium:

Analytical Computer Services  
Advanced Technological Solutions  
Communications Supply Corporation  
Hewlett Packard/Compaq

Hill Professional Services  
InterNetwork Experts  
Lazo Technologies  
Micro System Enterprises

Novell  
Technology Cabling Solutions  
AVIZION  
Woodlands Network Solutions

February 4, 2003

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## Consortium Description

The listed alliance of vendors, both minority and non-minority firms, is built on the premise that expertise exists within the Dallas/Fort Worth Metroplex to provide the solutions the Dallas Independent School District seeks. We believe our individual and collective expertise more than qualifies us to be selected as the DISD partner. As evidenced in the following and documented throughout this response, we believe we provide the best solution to meet DISD's needs.

Members of the consortium are:

Analytical Computer Services  
1901 Royal Lane, Suite 102  
Dallas, TX 75229  
972-247-4227  
Frank Trifilio, President/Owner

Advanced Technology Solutions  
1513 Corinth Street  
Dallas, TX 75215  
214-428-0222  
Ruben Ratcliff, Director

Avizion  
16300 Addison Road #250  
Addison, TX 75001  
972-267-7950  
Barbara A. Martin, President

Communications Supply  
Corporation  
14841 Trinity Boulevard  
Fort Worth, TX 771655  
817-318-8855  
Andy Dean, Director

Hewlett Packard/Compaq  
5310 Harvest Hill Road  
#200  
Dallas, TX 75230  
972-702-4143  
Garrett Goeters  
Hill Professional Services  
3612 Sail Maker Lane  
Plano, TX 75023  
972-672-8878  
Eddie Hill, Principal

InterNetwork Experts  
5960 Midway Road  
Addison, TX 75001  
713-795-2911  
Mark Hiltz, President

Lazo Technologies  
611 W. Mockingbird LN.  
Dallas, TX 75247  
214-652-9898  
Al Vasquez, Vice President

Micro System Enterprises  
10430 Shady Trails #105  
Dallas, TX 75220  
972-239-2174  
Blair Thomas,  
Dir./Operations  
Novell  
6565 N. McArthur Blvd #500  
Irving, TX 75039  
972-501-6727  
Colby Ward, District Director

Technology Cabling  
Solutions  
4528 Crown Ridge  
Plano, TX 75024  
281-983-9955  
William Froechtenicht,  
President  
Woodlands Network  
Solutions  
1901 Royal Lane, Suite 102  
Dallas, TX 75229  
972-247-4227  
Frank Trifilio,  
President/Owner

The Consortium will use the following two suppliers for additional services:

Lakehills ISC  
10420 Jenny's Jump Drive  
Austin, TX 78733  
512-263-1825  
Kevin Killebrew, President

LBI Group Companies  
5613 Blue Bird Avenue  
Dallas, TX 75237  
214-467-9300  
A. Gus Warren, Owner



## STATEMENT OF WORK

### Introduction

This section describes the Services that The Consortium will provide under the terms of The Consortium Customer Agreement (*Agreement*) and this Statement of Work (SOW). Specifically, The Consortium will provide Dallas Independent School District (DISD) with a set of customized e-ratable services, with supporting documentation. The details of the Services to be provided are described in this section. These Services will be provided at existing and newly built DISD locations in Dallas, Texas.

The Consortium will provide the cabling installation, and functional testing to DISD to support moves, adds and changes for the existing cable plant.

***This Statement of Work is comprised of the following sections:***

1. Assumptions
2. The Consortium Responsibilities
3. DISD Responsibilities
4. Deliverable Materials - Documentation
5. Project Schedule
6. Completion Criteria
7. Charges
8. Project Warranty

***The following are incorporated in and made part of this Statement of Work:***

- Appendix A, Deliverable Materials - Documentation
- Appendix B, Project Change Control Procedure
- Appendix C, Cabling Installation and Testing Specifications
- Appendix D, Signature Page

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Schedule, Charges or other terms of this Statement of Work.

This proposal will expire February, 28, 2004 unless this date is extended by The Consortium and in writing.



## 1.0 ASSUMPTIONS

*This SOW is based on the following assumptions:*

### 1.1 General Scope Description

1. Only those components specified in this SOW are to be supplied and installed by The Consortium. Additional components can be specified via the Project Change Control Procedure detailed in Appendix B.
2. Media runs from the underground distribution box to a portable classroom or cottage are an average distance of seventy-five (75) feet.
3. Media runs from the existing MDF to the IDF are four hundred fifty (450) feet average distance inside the building that houses the MDF and two hundred (200) feet average distance outside the building that houses the MDF
4. Work to be performed at specific sites will be mutually agreed to and scheduled with The Consortium and DISD at least ten (10) business days prior to the commencement of the work.
5. It is the intention of the Consortium to perform all services and provide all goods contemplated by this SOW. The Consortium may use subcontractors in the performance of this SOW as needed to ensure timely completion of the project.
6. The Consortium must have unlimited, unrestricted access to all buildings. Any security requirements inclusive of guards, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of DISD.
7. The Consortium will be provided with access badges, keys and combinations or escorts to perform the work described in this SOW. Any delay encountered due to unavailability of buildings may result in additional charges being incurred by DISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
8. Adequate wall space/wiring closet space will be made available to The Consortium for the purpose of placing MDF/IDF products and equipment installed under this agreement. It is understood by The Consortium and DISD that any delay encountered due to insufficient wall space/insufficient wiring closet space may result in time delays and additional charges incurred by DISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
9. It is understood by DISD and The Consortium that this SOW is based upon the Start Date provided below. In the event this date is not achieved, The Consortium reserves the right to extend the projected project End Date on a working day for working day basis, and as mutually agreed upon by The Consortium and DISD via the Project Change Control Procedure detailed in Appendix B.
10. It is understood by DISD and The Consortium that this SOW and the pricing associated with this SOW are based upon the award of the total proposed SOW described in this document. The work described in this SOW will be performed during one continuous phase.



## 1.2 Exclusions from this Statement of Work

1. The Consortium is not responsible under this SOW for the identification or correction of *any existing safety and/or code violations, whether federal, state or local, including but not limited to fire and electrical codes*. If The Consortium should discover any safety and/or code violations during the course of this project, The Consortium will notify DISD of the problem. The Consortium will not be required to proceed with its work under this SOW until DISD remedies such violation, nor will The Consortium be responsible for delays to the work caused by such violation.
2. The Consortium will not be responsible for the detection or removal of asbestos, hazardous waste or other pollutants.
3. It is specifically understood by DISD and The Consortium that all matters relating to detection and/or abatement or removal of asbestos, hazardous waste or other pollutants are beyond the scope of this contract and that The Consortium shall not be liable for any delay or additional cost incurred as a result of such detections and/or abatement. If asbestos, hazardous waste or other pollutants are uncovered during the course of the work on the contract, then DISD shall be responsible for retaining the experts necessary to remove such asbestos, hazardous waste or pollutants from the site. DISD shall also be responsible for any testing and corresponding with appropriate government authorities.
4. Relocation and testing of existing computers, telecommunications, or CCTV equipment(s) or systems are not required as part of this SOW.
5. Removal of existing telecommunications or CCTV cabling is not required as part of this project.
6. Installation of any hardware, software and network electronics not specified in this SOW (e.g., workstations, servers, printers, routers, DSUs/CSUs, repeaters, modulators) are the responsibility of DISD.
7. It is understood by DISD and The Consortium that all matters relating to physical construction of new wiring closets/equipment locations and retrofits for existing wiring closets/equipment locations, (general construction buildout, HVAC, electrical, lighting, construction permits) is the responsibility of DISD.

## 2.0 CONSORTIUM RESPONSIBILITIES

### 2.1 Project Management

**Task Description:** The objective of this task is to provide technical direction, maintain project control and to establish a framework for reporting, procedural, and contractual activity for the Consortium tasks described. This task consists of the following activities and documentation:

- Establish procedures and coordinate Consortium efforts with the DISD Contact Person
- Develop and maintain work plans for the performance of Consortium responsibilities.
- Administer the Project Change Control Procedures.
- Review the project progress with the DISD Contact Person and team members during Monthly status meetings.
- Prepare and submit written Bi-Weekly Status Reports of Consortium activities DISD.

**Completion Criteria:** This task will be considered complete when the project is complete and the final Status Report has been delivered to the DISD Project Coordinator.

**Deliverables / Documentation:** Bi-Weekly Status Reports

### 2.2 Install and Test Cabling

**Task Description:** The Consortium will install and test cabling in support of the adds, moves and changes to the cabling plant for DISD per the specifications contained in Appendix C and D. The sub-tasks are:

- Replace up to five hundred (500) existing racks with lockable, environmental control cabinets. Create an estimated 149 new IDF's.
- Install six (6) strand fiber for up to five hundred (500) MDF's\IDF's, connecting 1,500 classrooms.
- Provide up to one thousand five hundred (1500) moves, adds and changes to the existing cable plant. It is understood that moves of cable drops will be to a point closer to the communication closet. The cable drops moved will be tested to verify that they meet specification requirements.
- Install fiber link from MDF to up to two thousand two hundred (2,200) portable classroom buildings. The link will be one (1) six strand (6) fiber to each portable classroom building from a central, permanent, water-proof distribution point adjacent to the buildings.
- Provide up to fourteen thousand eight hundred (14,800) Cat 5e drops and associated equipment.
- Build MDFs and IDF's facilities as defined in Appendix C.
- Provide testing for the cabling installed under this SOW as defined in Appendix C.
- Provide "As Built" drawing documentation for the cabling installation.
- Compile Cabling Test Documentation.

**Completion Criteria:** This task will be considered complete for a DISD location when The Consortium delivers one (1) set of "As Built" drawings and one (1) copy of the Project Cabling Test Results for the location to the DISD Project Coordinator.

**Deliverables / Documentation:**

- "As Built" drawings
- Project Cabling Test Results

## 2.3 Survey, Test and Document District Cabling Plant

**Task Description:** The Consortium will test existing cabling plant at the various campuses of DISD to determine the reliability and performance of each plant. Each plant will be documented and wiring segments that fail or are nominally passing will be reported to DISD. The DISD Project Coordinator will then determine a remedial course of action to repair failing or sub performing segments. The sub-tasks are:

Develop a Testing schedule with the DISD Project Coordinator.

- Provide testing for the cabling previously installed at DISD campuses.
- Compile a Project Cabling Test Book/Documentation.
- Report on a Per-Campus Basis results of failed or nominally performing wiring segments.

**Completion Criteria:** This task will be considered complete for a campus when The Consortium delivers one (1) copy of the Project Cabling Test Results for existing cable at the campus to the DISD Project Coordinator.

### Deliverables / Documentation:

- Project Cabling Test Results for existing cable plant

## 2.4 Site survey all campuses

**Task Description:** The Consortium will survey all campuses of DISD to determine final installation requirements. Each site will be documented. The sub-tasks are:

- Develop Site survey schedule with The Consortium and DISD Project Coordinator.
- Compile a Project Cabling Documentation Book.

**Completion Criteria:** This task will be considered complete for a DISD location when The Consortium delivers one (1) copy of the Site Survey Results for the location to the DISD Project Coordinator.

### Deliverables / Documentation: Site Survey Results

## 2.5 Uninterruptible Power Supply (UPSs)

**Task Description:** The Consortium will supply and install rack mounted UPSs. The UPSs may be one of the following depending on power requirements. (70) APC Smart UPS SU3000Net and up to (210) SU3000RMTX136.

**Completion Criteria:** This task will be considered complete for a DISD location when The Consortium has installed mutually agreed UPSs at the location.

**Deliverables/Documentation :** None. The Bi-Weekly Status Report will describe the progress of this activity as work is performed.

## 3.0 DISD RESPONSIBILITIES

The responsibilities listed in this section are in addition to those responsibilities specified in the The Consortium Customer Agreement and are to be provided at no charge to The Consortium. The Consortium's performance is predicated upon the following responsibilities being fulfilled by DISD.

### 3.1 Project Management

Provide a Project Coordinator for the duration of the project to whom The Consortium and DISD communications can be addressed and who has the authority to act on behalf of DISD on all aspects of the project.

- Manage and perform the DISD Responsibilities contained in Section 3.0.
- Manage the Project Change Control Procedure for DISD.
- Respond within three (3) business days to any request by The Consortium unless mutually agreeable by DISD and The Consortium.
- Help resolve project issues with the DISD organization.
- Provide The Consortium full access to all School locations as required under this SOW.
- Communicate with appropriate DISD personnel at your location of the work to take place and obtain their approval if necessary.
- Provide floor diagrams of affected campus locations in 8 1/2 x 11 hardcopy format.
- Provide all the necessary closet and/or equipment areas for location of network electronics, racks and cabinets as described within this SOW.
- Provide all necessary power and environmental support to accommodate all The Consortium and DISD provided equipment.
- Inform The Consortium of any change in network requirements in accordance with the The Consortium Project Change Control Procedure, Appendix B.
- Arrange for disposal all racks removed from the MDF/IDF.
- Provide personnel to witness and authorize standard testing of each school building as the installation/testing activities are completed (if required by DISD).
- Locate and mark all water, gas, electrical or any other underground pipes or cabling in the path required for the trenching for the fiber connection, before trenching can be started.
- Permit posting of any notifications required by applicable law for Services provided at your locations.

### 3.2 Space, Facilities and Utilities

- Provide installation facilities for all equipment. DISD is responsible for space allocation, HVAC and electrical considerations. DISD is responsible for providing power, light and water necessary in performance of this project.
- The Consortium and our subcontractors will have access to all buildings to perform the The Consortium Responsibilities specified in this Statement of Work. Any security requirements inclusive of guard, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of DISD.
- Adequate space will be made available for the installation of all products related to this project.

### 3.3 Security and Laws

DISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by The Consortium comply.

### 3.4 Data Privacy

DISD agrees to allow The Consortium to store and use your contact information, including names, phone numbers, and e-mail addresses. Such information will be processed and used in connection with our business relationship, and may be provided to sub-contractors as needed to accomplish the task within this SOW.

### 3.5 Required Consents

Before The Consortium begins performance under this Statement of Work, DISD shall be responsible for promptly obtaining and providing for The Consortium all "Required Consents" necessary to The Consortium to access, use, and/or modify software, hardware, firmware, and other products used by DISD for which The Consortium shall provide services described herein. A Required Consent means any consents or approvals required to give The Consortium and its subcontractors the right or license to access, use, and/or modify (including creating derivative works) DISD's or a third party's software, hardware, firmware, or other products used by DISD without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.

DISD agrees to indemnify, defend, and hold The Consortium and its affiliates harmless from and against any and all claims, losses, liabilities, and damages (including reasonable attorneys fees and costs) arising from or in connection with any claim (including patent and copyright infringement) made against The Consortium alleged to have occurred as a result of DISD's failure to provide any Required Consents.

The Consortium shall be relieved of the performance of any obligations that may be affected by DISD's failure to promptly provide any Required Consents to The Consortium

## 4.0 DELIVERABLE MATERIALS/ DOCUMENTATION

*The following items will be delivered to DISD under this Statement of Work. See Appendix A, "Deliverable / Documentation Guidelines" for a description of each deliverable/documentation. The deliverables are Type II materials as described in the The Consortium Customer Agreement.*

- Bi Weekly Status Reports
- "As-built" drawings
- Project Cabling Test Results
- Project Cabling Test Results for existing cable plant

## **5.0 PROJECT SCHEDULE**

### **5.1 Project Dates**

- Start Date – July 1, 2003.
- End Date – June 30, 2004.

### **5.2 Project Delays**

The Consortium will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of The Consortium, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond The Consortium's control or by another cause which you and The Consortium agree is justifiable, the contract time shall be reasonably extended and the charges adjusted, if necessary, by Change Authorization.



## **6.0 COMPLETION CRITERIA**

The Consortium shall have fulfilled its obligations under this Statement of Work when any one of the following occurs:

- The Consortium accomplishes the tasks described in section 2.0, "The Consortium Responsibilities,"
- Either of us terminates the Project in accordance with the provisions of the The Consortium Customer Agreement.
- The End Date for the contract is reached.

## 7.0 CHARGES

The Services Charge stated here represents the maximum allowable charges for all services that may be provided under this Statement of Work. The Consortium understands that the decision to implement this project is contingent upon award to the District of funding under the E-rate program. The Consortium will not begin work on this project without written notification from DISD that funding has been approved and that work should begin. If such notification has not been received by February 28, 2004, at The Consortium's option, The Consortium may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix A.

Or this amount may be extended upon mutual agreement between DISD and The Consortium as defined in the section titled Project Change Control Procedure. Should DISD not receive the requested funding for E-Rate 6 or should DISD receive only partial funding, The Consortium will work with DISD to incorporate those portions of this Statement of Work that can be accomplished based upon available funding. The Consortium reserves a purchase money security interest in the Equipment until The Consortium receives payment of the amounts due. You authorize The Consortium to prepare and file a financing statement to perfect its purchase money security interest in all Machines you order and The Consortium delivers under this Statement of Work.

It is understood by DISD and The Consortium that this SOW and its associated pricing is based upon The Consortium receiving written approval from DISD to proceed with E-rate 6 no later than February 28, 2004. In the event this approval is not received by this date, The Consortium reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by The Consortium prior to June 30, 2004, or any extensions granted by the funding authority.. This proposal will remain valid through February 28, 2004.

**Total Cabling Solution . . . . . \$9,625,700.00** including travel and living expenses

For purposes of applying for FCC Snowe-Rockefeller E-rate funding, the following breakout is provided.

- A) E-rate Eligible Portion..... \$9,625,700.00
- B) B) Non-Eligible Portion.....\$ 0.00

**E-rate Invoicing:** Prior to commencing work, The Consortium requires:

- 1) a fully signed contract signature sheet;
- 2) a P.O. in the amount that the E-rate program is not funding (e.g. non-discounted portion of the eligible costs plus the non-eligible costs), and;
- 3) a copy of the USAC's Funding Commitment Decision letter.

As a service to the school, The Consortium will perform dual billing per E-rate terms and conditions. First, The Consortium will invoice the school monthly, as work is completed, for the 'non-discounted' portion of the ELIGIBLE items. Secondly, under separate invoice, The Consortium will invoice the E-rate FCC Snowe-Rockefeller administration for the remaining discounted portion of the ELIGIBLE items and any non-eligible items. Payment is due as specified in the invoice. Please note that although The Consortium will bill the school for the 'non-discounted' portion and other charges not eligible under the E-rate program, the school assumes responsibility for the entire contract services charge. Not withstanding any other provision, the District has the right to terminate this agreement for business reasons if written



termination notice is given to The Consortium prior to any work being performed or service provided.

Excluded from the Services Charge are items involving, but not limited to; repairs to the Location for correcting existing code deficiencies, painting, asbestos removal, plumbing, heating and ventilation, air conditioning work, etc.

The Consortium Service Provider Identification Number (SPIN): 143017760.

This offer will be withdrawn if The Consortium is not authorized to perform these Services by February 28, 2004.



## 8.0 PROJECT WARRANTY

The Consortium warrants to DISD that materials and equipment furnished under this Agreement will be new and that Work will be of good quality, free from improper workmanship and defective materials in conformance to applicable drawings and specifications. The Consortium agrees to correct Network Cabling work performed under this Statement of Work that proves to be defective in material (material) and/or workmanship for a period of one (1) year. The Consortium does not guarantee or warrant, express or implied, the materials used in workmanship of supplies, materials, equipment or machinery manufactured by third parties and furnished and installed under this Agreement. The Consortium shall endeavor to obtain from all vendors and suppliers and assign to DISD the customary warranties and guaranties of such vendors and suppliers with respect thereto. The Consortium shall render reasonable assistance to DISD when requested in order to enable DISD to enforce such warranties and guaranties by third party manufacturers and suppliers.

There are no other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

## APPENDIX A DELIVERABLE / DOCUMENTATION GUIDELINES

### A.1 Bi-Weekly Status Reports

**Purpose:** The Consortium will provide Status Reports Bi-Weekly during the project to describe the activities, which took place during that period. Significant accomplishments, milestones and problems will be described.

**Delivery:** One (1) hard copy will be delivered to the DISD Project Coordinator within five (5) working days following the reporting period.

**Content:** The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Billing summary

### A.2 Documentation: "As Built" Drawings

**Purpose:** The Consortium will provide 8 1/2" x 11" "As-built" drawings, marked-up plan views showing drop and MDF/IDF equipment locations.

**Delivery:** One (1) hard copy will be delivered to the DISD Project Coordinator within five (5) working days following the reporting period.

**Content:** The report will show drop and MDF/IDF equipment locations.

### A.3 Documentation: Project Cabling Test Results

**Purpose:** The Consortium will deliver one (1) copy of the Project Cabling Test Results. This will be a copy of the Cable Test Forms for Category 5 data cabling and fiber optic cabling.

**Delivery:** One (1) hard copy will be delivered to the DISD Project Coordinator within thirty (30) days of project completion.

**Content:** The report will show cable tests results for all cable installed on this project.

### A.4 Project Cabling Tests Results for existing cable plant

**Purpose:** The Consortium will deliver one (1) copy of the Project Cabling Test Results. This will be a copy of the Cable Test forms for existing Category 5 data cabling and fiber optic cabling.

**Delivery:** One (1) hard copy will be delivered to the DISD Project Coordinator within thirty (30) days of project completion.

**Content:** The report will show cable test results for existing cable plant.



## Appendix B Project Change Control Procedure

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, The Consortium may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, The Consortium will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

## APPENDIX C CABLING INSTALLATION AND TESTING SPECIFICATIONS

### C1 Installation - General Descriptions and Definitions

#### *Addition of new MDF Construction*

Each MDF (Main Cross Connect) will have a floor mounted 7' x 19" Rack with a Ladder Tray and Stabilizer, two (2) 24 Modular Port Patch Panel with Siemons wire managers. There will be one (1) 72 port Loaded R.I.C. (Rack mounted Interface Console) with ST connectors. The Consortium will provide two (2) one meter Fiber Patch Cords, as well as (2) Cat 5e patch cables. All necessary patch cables will be black stranded Category 5e, 4-pair twisted (non-plenum) meeting a minimum of 100MHz test.

#### *Addition of new IDF Construction*

Each IDF will have one (1) wall mounted rack installed onto a 3/4" plywood backboard that has been fire retardant treated. The rack will be grounded by a #6 solid copper directly to red metal or on the TGMB if available. One (1) 24 port Loaded R.I.C. (Rack mounted Interface Console) with ST connectors will be installed, as well as, Two (2) 24 port Modular Patch Panel with wire manager.

#### *Single Data Drops*

- Each dual data drop location will be serviced by the following cables: two (2) each category 5e, 4-pair cables. The number of locations will vary per site and will be determined by, The Consortium and DISD prior to installation. It is the intention of this SOW to furnish four (4) locations per classroom.
- *The following is the drop termination scheme (at the user end) for each cable:*

Cable	Termination
Category 5e Data	Rack mounted 48-port Cat 5e RJ45 568B high density patch panel

- The Consortium will provide wire management for a comprehensive, neat completion of work.
- AS BUILT schematics on cabling performed will be supplied.
- Lab Design cable drops will not exceed 100' in length.
- The Consortium will provide wire management for a comprehensive, neat completion of work.

### C2 Functional Testing

*Functional Testing will be performed in conformance with the following:*

- **Fiber Meter** – Transmission and path loss testing (Fiber meter test method). The Consortium will perform fiber meter testing on all fiber optic cable installed under this SOW. Printed test results will be provided.
- **Category 5e Cable** – Category 5e compliance testing per UL standards. The Consortium will perform Category 5e testing on the Category 5e cable installed under this SOW in accordance with EIA/TIA standards. Printed test results will be provided to DISD and the product manufacturer to ensure 25 Year Manufacturer Warranty is valid.



## APPENDIX D SIGNATURE PAGE

The Consortium (we) will provide, and Dallas Independent School District (you) agree to accept, The Consortium Services (Services) for "The Consortium Statement of Work for Cabling Services" under the terms and conditions of the The Consortium Customer Agreement and this Statement of Work. For Scope of Services, Completion Criteria, Charges and other applicable terms refer to the The Consortium Proposal for the provisions of Dallas Independent School District "The Consortium Statement of Work for Cabling Service", dated February 4, 2003.

The Consortium is aware of the District's reliance on an outside source of funding (Universal Service Fund) to execute on the implementation tasks described in this SOW. Should Dallas Independent School District not receive the requested funding for E-Rate 6 or should Dallas Independent School District receive only partial funding, The Consortium will work with Dallas Independent School District to incorporate those portions of this Statement of Work that can be accomplished based upon available funding. It is specifically understood by The Consortium and Dallas Independent School District that no E-Rate 6 activity will occur prior to The Consortium's receipt from Dallas Independent School District of written authorization to proceed. It is understood by Dallas Independent School District and The Consortium that this SOW and its associated pricing is based upon The Consortium receiving written approval from Dallas Independent School District to proceed with E-Rate 6 no later than February 28, 2004. In the event this approval is not received by this date, The Consortium reserves the right to restructure the SOW to incorporate on those tasks that can be successfully completed by The Consortium prior to June 30, 2004. This proposal will remain valid through February 28, 2004.

Total Charges: \$9,625,700.00, which includes travel and living expenses. Dallas ISD's portion of this amount shall not exceed \$1,925,140.00. Both of us agree that the complete agreement between us regarding these Services will consist of 1) this Statement of Work and 2) the The Consortium Customer Agreement (or any equivalent agreement signed by both of us).

Agreed to:  
Dallas Independent School District

Agreed to  
The Consortium

By \_\_\_\_\_  
(Authorized Signature)

By \_\_\_\_\_  
(Authorized Signature)

Name \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_  
Customer Number DISD  
Customer Address:

Date \_\_\_\_\_

3700 Ross Avenue  
Dallas, TX 75204  
Project name or identifier 1017129

Consortium Office Address:  
10430 Shady Trail, Suite 150  
Dallas, TX 75220

Dallas Independent School District---Cabling  
Services

Start Date: July 1, 2003

End Date: June 30, 2004